

EXHIBIT A

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MARTIN SCHNEIDER, SARAH DEIGERT,
THERESA GAMAGE, and NADIA PARIKKA,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

CHIPOTLE MEXICAN GRILL, INC., a
Delaware Corporation,

Defendant.

Case No. 4:16-cv-02200-HSG (KAW)

**DECLARATION OF STEVEN
WEISBROT OF ANGEION GROUP,
LLC REGARDING SETTLEMENT
ADMINISTRATION**

I, Steven Weisbrot, Esq., declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am a partner at the class action notice and settlement administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.

2. My credentials were previously reported to this Court in my initial declaration that was filed with the Plaintiffs’ *Notice of Motion and Unopposed Motion for Preliminary Approval of Proposed Settlement, To Amend Complaint for Settlement Purposes, and to Modify Class Definitions; Memorandum of Points and Authorities in Support Thereof* (Dkt. No. 205-12) (the “Initial Declaration”).

3. The purpose of this declaration is to provide the Court with an update on the work performed by Angeion related to the implementation of the Notice Plan and administrative tasks following the Court’s *Order Granting Preliminary Approval of Class Action Settlement*, entered on January 31, 2020 (Dkt. No. 219) (the “Preliminary Order”).

DISSEMINATION OF CAFA NOTICE

4. On September 20, 2019, as required by 28 U.S.C. § 1715(b), Angeion caused Notice regarding the settlement to be sent to the Attorneys General of all states and territories, as well as the Attorney General of the United States (“CAFA Notice”). The mailings included the items set forth in the CAFA Notice. Attached as **Exhibit A** is a true and accurate copy of the CAFA Notice.

PUBLICATION NOTICE

5. On March 27, 2020, Angeion caused the Settlement Notice to be published in a ½ page ad in *People* magazine. To satisfy the requirements of the California Consumers Legal Remedies Act (“CLRA”), Angeion caused the Settlement Notice to be published in ¼ page ads in the *East Bay Times* which ran for four consecutive weeks, publishing on March 31, 2020, April 7, 2020, April 14, 2020, and April 21, 2020 (the “Publication Notices”). Attached hereto as **Exhibit B** are true and accurate copies of the Publication Notices.

MEDIA NOTICE

6. On March 27, 2020, Angeion implemented a 60-day desktop and mobile internet banner ad campaign that was designed to deliver an approximate 70.69% reach with an average frequency of 3.00 times each by serving 59,598,000 impressions served nationally. As described in my Initial Declaration at paragraphs 18-21, this internet banner ad campaign was specifically designed to target the most appropriate audiences to deliver notice of this settlement. The banner ad notices contained a link directing potential Class Members to the Settlement Website at www.ChipotleNonGMOCClassAction.com. The website is described in greater detail below. Attached hereto as **Exhibit C** are true and accurate copies of the banner ads.

SETTLEMENT WEBSITE

7. On March 24, 2020, Angeion established the following website devoted to this Settlement: www.ChipotleNonGMOCClassAction.com. The Settlement Website contains general information about the Settlement, Court documents, online claim submission portal, a downloadable Claim Form, a downloadable and searchable Long-Form Notice, a list of the frequently asked questions and answers, and important dates and deadlines pertinent to this Settlement. Settlement Class

1 Members can send an email to a dedicated email address,
2 info@ChipotleNonGMOCClassAction.com, with questions pertaining to the Settlement.

3 8. As of May 31, 2020, the Settlement Website has had 226,387 unique visitors, resulting in
4 approximately 509,603-page views.

5 **TOLL-FREE HOTLINE**

6 9. On March 24, 2020, Angeion established the following toll-free hotline devoted to this case:
7 1-877-715-4517. The toll-free hotline utilizes an interactive voice response (“IVR”) system to
8 provide Settlement Class Members with responses to frequently asked questions and inform
9 Settlement Class Members of important dates and deadlines pertaining to the Settlement. The toll-
10 free hotline is accessible 24 hours a day, 7 days a week. Settlement Class Members also have the
11 ability to leave a message requesting a Claim Form and/or Long Form Notice via the toll-free
12 hotline.

13 10. As of May 31, 2020, the toll-free hotline has received 84 calls, totaling approximately 414
14 minutes.

15 **SUMMARY OF THE NOTICE PROGRAM**

16 11. The comprehensive Notice Program delivered an approximate reach of 72.64%, with
17 publication in *People* Magazine, including an internet advertising campaign of approximately
18 61,640,940 digital impresses, with an average estimated frequency of 3.0. This 72.64% reach is
19 separate and apart from the publications in the *East Bay Times*, the informational Settlement Website
20 and toll-free hotline, which are not calculable in reach percentage but nonetheless aide in informing
21 Class Members of their rights and options under the Settlement.

22 **CLAIM FORM SUBMISSIONS**

23 12. The postmark deadline for Settlement Class Members to submit a Claim Form was May 30,
24 2020. As of May 31, 2020, Angeion has received 250,975 on time Claim Form submissions.
25 Angeion is in the process of reviewing the Claim Form submissions to identify duplicative
26 submissions and is conducting its review of the supporting documentation submitted to determine
27 which claims are eligible for payment. Angeion will finalize the claim calculations and report final
28

1 claim determinations by Plaintiffs' Reply Deadline. Angeion has preliminarily determined that
 2 246,589 claims were submitted without proof of purchase and that 4,386 claims were submitted
 3 with proof of purchase. All claim submissions are currently undergoing final processing and review
 4 audits to determine eligibility.

5 **EXCLUSION AND OBJECTIONS**

6 13. The deadline to request exclusion from the Settlement or to file an objection to the Settlement
 7 was May 30, 2020. As of May 31, 2020, Angeion has received one (1) request for exclusion from
 8 the Settlement. Angeion has not received any objections to the Settlement. Attached hereto as
 9 **Exhibit D** is the name of individual requesting exclusion.

10 **ADMINISTRATION EXPENSES**

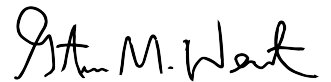
11 14. Angeion initially estimated that the cost of the notice program and all administration expense
 12 would be approximately \$600,000. Through April 30, 2020, Angeion has incurred \$422,078.43 in
 13 administrative expenses. Angeion expects to incur an additional \$254,330.00, which includes but
 14 not limited to, claims processing, review of supporting documentation, issuing payments, postage,
 15 and post distribution services.

16 **CONCLUSION**

17 15. It is my opinion that the Notice Program described herein has met the requirements
 18 of Rule 23 and due process requirements as the best notice practicable under the circumstances, and
 19 fully complies with the Court's Preliminary Order and comports with the Northern District's
 20 Procedural Guidance for Class Action Settlements, incorporating contemporary media and best
 21 practices to alert and engage the participation of Class Members in the proposed Settlement.

22
 23 I hereby declare under penalty of perjury that the foregoing is true and correct.

24 Dated: June 1, 2020



25
 26 STEVEN WEISBROT

Exhibit A



1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839
www.angeiongroup.com

September 20, 2019

VIA USPS PRIORITY MAIL

United States Attorney General &
Appropriate Officials

Re: Notice of Class Action Settlement

Martin Schneider et al. v. Chipotle Mexican Grill Inc., Case No. 4:16-CV-02200-HSG (N.D. Cal.)

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides this notice of a proposed class action settlement with respect to *Martin Schneider et al. v. Chipotle Mexican Grill Inc.*, Case No. 4:16-CV-02200-HSG (N.D. Cal.) (the “Action”) pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”).

Case Name: *Martin Schneider et al. v. Chipotle Mexican Grill Inc.*

Index Number: 4:16-CV-02200-HSG

Jurisdiction: United States District Court for the Northern District of California, Oakland Division

Date Settlement Filed with Court: September 11, 2019

In accordance with the obligations under section 1715(b) of CAFA, please find copies of the following documents associated with this action on the enclosed CD-ROM:

1. A copy of the Complaint (Dkt. No. 1), filed with the Court on April 22, 2016, is enclosed as **Exhibit 1**. A copy of the Amended Complaint (Dkt.No. 205-8), filed with the Court on September 11, 2019, is enclosed hereto as **Exhibit 2**. These documents are also available via the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. *See* 28 U.S.C. § 1715(b)(1).
2. The hearing seeking preliminary approval of the proposed settlement will be held before the Hon. Haywood S. Gilliam at the United States District Court for the Northern District of California, 1301 Clay Street, Courtroom 2 - 4th Floor, Oakland, CA 94612 on January 16, 2020 at 2:00 p.m. The hearing seeking final approval of the proposed settlement has not yet been set by the Court. *See* 28 U.S.C. § 1715(b)(2).
3. A copy of the notices that the Plaintiffs have proposed be sent to the Settlement Class (enclosed as Exhibits A, B and C to the Settlement Agreement). *See* 28 U.S.C. § 1715(b)(3). The proposed class notices are subject to judicial review and approval.
4. A copy of the Settlement Agreement and Release (the “Settlement Agreement”) and exhibits thereto is enclosed as **Exhibit 3**. *See* 28 U.S.C. § 1715(b)(4).

5. No other settlements or agreements have been contemporaneously made between Class Counsel and counsel for Chipotle. *See* 28 U.S.C. § 1715(b)(5).
6. No final judgments have been entered in the Action. On July 7, 2017, Plaintiffs and Chipotle filed a Stipulation of Voluntary Dismissal dismissing with prejudice the claims of two named plaintiffs. A copy of the Stipulation of Voluntary Dismissal is enclosed hereto as **Exhibit 4**. *See* 28 U.S.C. § 1715(b)(6).
7. It is not feasible to provide the information described in 28 U.S.C. § 1715(b)(7)(A). Accordingly, it is not feasible to provide even a reasonable estimated proportionate share of the claims of such Class Members to the entire settlement. *See* 28 U.S.C. § 1715(b)(7)(B). Nevertheless, Chipotle provides the approximate figures as to the number of Class Members located in each state, enclosed hereto as **Exhibit 5**.
8. There are currently no written judicial opinions relating to the materials described in items (3) through (6) above. *See* 28 U.S.C. § 1715(b)(8).

If you have questions or concerns about this notice, the proposed settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839

Enclosure

Exhibit B



People



'We're in This Together'

Heartwarming stories of real-life heroes & celebs pulling together amid the pandemic.
Plus: What you need to know now about the virus—and the search for a cure



TO ALL PERSONS WHO PURCHASED BEVERAGES OR FOOD PRODUCTS CONTAINING MEAT AND/OR DAIRY INGREDIENTS IN A CHIPOTLE RESTAURANT FROM APRIL 27, 2015 THROUGH JUNE 30, 2016

Read This Notice Carefully. You Could Receive Benefits From This Class Action Settlement.

This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at www.ChipotleNonGMOCClassAction.com or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

What Is This Case About? In the lawsuit entitled *Martin Schneider, et al. v. Chipotle Mexican Grill, Inc.*, Case No. 4:16-cv-02200, U.S. District Court for the Northern District of California, plaintiffs Martin Schneider, Sarah Deigert, Theresa Gamage, and Nadia Parikka ("Plaintiffs" or "Class Representatives"), on behalf of themselves and a supposed class, allege that Chipotle Mexican Grill, Inc.'s ("Chipotle") "non-GMO" advertising located in its restaurants from April 27, 2015 through June 30, 2016 was misleading in that it served meat and dairy products (such as chicken, steak, barbacoa, carnitas, cheese, and sour cream) derived from poultry and livestock that may have consumed GMO feed, and beverages (such as soft drinks) with GMOs. Chipotle denies that it misled consumers, disputes that it has done anything wrong, believes its "non-GMO" advertising was truthful and accurate and does not mislead consumers in any way. The lawsuit seeks money, as well as attorneys' fees and costs and a court order requiring Chipotle to stop its "non-GMO" advertising practices. The Court has not ruled on the merits of the claims or Chipotle's defenses.

Who Is A Class Member? All persons in the United States who purchased beverages or food products containing meat and/or dairy ingredients in Chipotle restaurants between April 27, 2015 and June 30, 2016 ("Settlement Class Members").

What Are The Terms Of The Settlement? Chipotle has agreed to pay \$6,500,000 into a fund (the "Fund") in full and complete settlement and release of all claims of Plaintiffs and the Settlement Class Members, as described in the Settlement Agreement. The Fund will be used to pay Settlement Awards to Settlement Class Members who send in a valid claim form, after attorneys' fees, costs and other expenses have been deducted. Only 5 valid Claims will be honored per Settlement Class Member without proof of purchase, and 10 valid Claims will be honored per Settlement Class Member with proof of purchase. Only 15 valid Claims will be honored per Settlement Class Household. Settlement Awards will be capped at \$2.00 each and subject to *pro rata* decrease, depending on the number of all approved Claims submitted. Class Counsel will ask the Court to approve an award of up to 30% of the Fund to them for attorneys' fees plus costs, and \$5,000 to each of the Class Representatives. If there are any uncashed checks or amounts remaining in the Fund after payment of settlement awards, that money will be distributed *cy pres* to charity.

How Do You Make A Claim? In order to receive compensation from the Fund, you must submit a signed and completed Claim Form to the Class Action Settlement Administrator, postmarked no later than May 30, 2020. The Claim Form may also be submitted online by no later than May 30, 2020. The Claim Form is available at www.ChipotleNonGMOCClassAction.com.

What Are My Other Options? If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator no later than May 30, 2020. If you exclude yourself from the Settlement, you will not receive any money from the Settlement. If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by no later than May 30, 2020. You will be bound by the Settlement if your objection is rejected. If you do nothing (i.e., submit no Claim Form or request for exclusion), you will not receive any benefits from the Settlement, but will nevertheless be bound by any judgment approving the Settlement and will give up any right to sue Chipotle or related parties for any known or unknown claims relating to Chipotle's non-GMO marketing.

Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the Settlement on July 30, 2020, at 2:00 p.m., U.S. District Court for the Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Courtroom 2 - 4th Floor, Oakland, CA 94612. The date of the Final Approval Hearing may change without further notice to the class. Class members should be advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed.

THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT ARE AVAILABLE AT WWW.CHIPTOLENONGMOCLASSACTION.COM, OR WRITE OR CALL THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT CHIPOTLE NON-GMO CLASS ACTION, C/O CLASS ACTION SETTLEMENT ADMINISTRATOR, 1650 ARCH ST., SUITE 2210, PHILADELPHIA, PA 19103 OR 1-877-715-4517 (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT WWW.KAPLANFOX.COM OR WWW.KOBREKIM.COM, OR BY ACCESSING THE COURT DOCKET IN THIS CASE, FOR A FEE, THROUGH THE COURT'S PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER) SYSTEM AT [HTTPS://ECF.CAND.USCOURTS.GOV](https://ecf.cand.uscourts.gov), OR BY VISITING THE OFFICE OF THE CLERK OF THE COURT FOR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, 1301 CLAY STREET, COURTROOM 2 - 4TH FLOOR, OAKLAND, CA 94612, BETWEEN 9:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.



Small Miracles
"I'm so thankful I was able to get pregnant again," says Prepon (with daughter Ella in 2019, above, and with her newborn son in February).

the bones were not growing. Our doctor told us the pregnancy would not go to full term and that my body was at risk carrying any longer. Ben held me as I cried. We had to terminate the pregnancy. I was scared that somehow the abuse I put my body through could have been part of the reason things went wrong. Doctors confirmed it wasn't, but in those moments it's easy to punish yourself.

When we found out I was pregnant again last year, it was magical. Our son was born in late February. The whole experience made me realize what a blessing it is to have a healthy child.

I've never been healthier or happier. It's up to me to stop my family's cycle of dysfunction and choose not to pass that on. I cook what is nourishing for myself and my family. After having babies, I'm in awe of what our bodies can accomplish. How resilient they are. When is Marvel going to make a movie about us? Because moms really *are* superheroes. ●

GOVERNOR HAD ORDERED DELAY

Wisconsin court rules that primary can proceed today

By Scott Bauer and Steve Peoples
The Associated Press

MADISON, WIS. » Voters in Wisconsin will likely face a choice today of participating in a presidential primary election or heeding warnings from public health officials to stay away from large crowds during the coronavirus pandemic. The Wisconsin Supreme Court on Monday ordered the election back on, hours after Democratic Gov. Tony Evers issued an executive order postponing it for two months. That was part of a last-ditch effort by Evers to stop in-person voting today out of concerns about putting poll workers and voters at risk of being exposed to COVID-19. The court ruled 4-2, with four conservatives in support and two liberals against, that Evers lacked the authority to move the election on his own. Evers had previously opposed moving the election and said he didn't have the authority to shift the timing unilaterally. But he changed course Monday, ordering a delay of in-per-

son voting to June 9, as poll sites closed because nervous volunteers were unwilling to staff them and as criticism about holding the election grew. The governor said his order was the last hope for stopping the election, and he had no immediate comment after the ruling about any other possible legal challenges. "There's not a Plan B. There's not a Plan C," Evers said earlier Monday. The Wisconsin election is being viewed as a national test case in a broader fight over voter access in the age of the coronavirus with major implications for the presidential primary contests ahead — and, possibly, the November general election. Many other states pushed their primaries back as the coronavirus swept across the nation. Later Monday, the U.S. Supreme Court blocked a plan to extend absentee voting in Wisconsin's spring primary by six days because of the coronavirus. Republicans had asked the court to throw out a lower court's order extending

absentee voting to April 13. The justices split 5-4, with the five Republican-appointed justices siding with national and Wisconsin Republicans to prohibit the expanded absentee voting. At the presidential level, Joe Biden already has a commanding delegate lead over Bernie Sanders, and the Wisconsin results aren't likely to dampen his march to the Democratic nomination. But the tumult in one of the most critical general election battlegrounds underscored the challenge of voting during a pandemic when public health officials are discouraging groups from gathering for virtually any reason to prevent the spread of the virus. Evers himself had questioned whether he had the power to reschedule the election, but said the worsening situation, including an increase in COVID-19 deaths from 56 on Friday to 77 on Monday, made it clear there was no way to safely move forward. Evers said he was motivated by protecting public health, not politics.

TO ALL PERSONS WHO PURCHASED BEVERAGES OR FOOD PRODUCTS CONTAINING MEAT AND/OR DAIRY INGREDIENTS IN A CHIPOTLE RESTAURANT FROM APRIL 27, 2015 THROUGH JUNE 30, 2016

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Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the Settlement on **July 30, 2020, at 2:00 p.m.**, U.S. District Court for the Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Courtroom 2 - 4th Floor, Oakland, CA 94612. The date of the Final Approval Hearing may change without further notice to the class. Class members should be advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed.

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NMLS ID 263222

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The Mercury News EAST BAY TIMES Marin Independent Journal



IS AN ESSENTIAL SERVICE

When a crisis hits home, we're there for you.

We are committed to keeping you informed during this difficult time.



CELEBRITIES



Sean "Diddy" Combs



Jennifer Lopez

Combs, Lopez reunite for dance party benefit

By Lisa Respers France
CNN

It's all love between Diddy and J-Lo.

Sean "Diddy" Combs and his ex-girlfriend Jennifer Lopez showed off their friendship and their dance moves Sunday during his Instagram Live fundraiser.

On Saturday the mogul posted on his verified Instagram account "Let's lift up the energy."

"Tomorrow we will all dance together for our healthcare workers! Let's spread some positive vibes and let them know how much we appreciate them!," Combs posted. "Tomorrow at 3PM EST on my Instagram Live Team Love Dance-A-Thon. THE WHOLE WORLD IS INVITED!!!!!"

Combs, who recently changed his middle name to "Love," was promoting Team Love partnering with Direct Relief, "a nonprofit humanitarian aid organization that rushes critical medicines and requested supplies to communities affected by poverty or emergencies throughout the world," according to its site.

Several celebs including Drake showed up on Easter Sunday to both jam with Combs and help raise money for inner-city health care work-

ers during the COVID-19 crisis.

But Instagram went wild when Lopez showed up on a split screen with Combs.

The pair famously dated from 1999 to 2001 and they have remained friends.

It was a lovefest when Lopez showed up, dancing with Combs to Elvis Crespo's "Suavemente."

"I probably taught you that," she joked, taking credit for her ex's moves.

Lopez was joined by her fiancé, sports analyst and former New York Yankees player Alex Rodriguez, who she said was a fan of Combs' Bad Boy discography that includes rapper Mase.

"You and Mase are like his heroes, OK?" Lopez told Combs. "It's like every party we do, anything we do, it's like 'Put on Puffy and Mase.'"

The trio also talked about who they said are the true heroes at the moment — those working on the front lines during the pandemic.

"These people, they are the real heroes," Rodriguez said. "Sometimes we have it twisted."

"They say we're the heroes, athletes and entertainers. They're the heroes in the front line protecting us, doing God's work really."

STANFORD STUDY

Deforestation allows animal viruses to jump to humans

By Catrin Einhorn
The New York Times

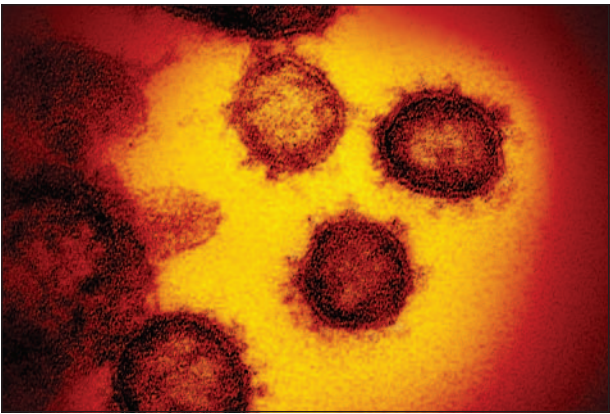
The destruction of forests into fragmented patches is increasing the likelihood that viruses and other pathogens will jump from wild animals to humans, according to a study from Stanford University published this month.

The research, which focused on contact between humans and primates in western Uganda, holds lessons for a world reeling from the coronavirus outbreak and searching for strategies to prevent the next global pandemic.

"COVID has taught us that once a pandemic starts, it's very hard to control," said Laura Bloomfield, a doctoral candidate at Stanford and the study's lead author. "If we can decrease the potential for people to come into contact with wild animals, that is one way to decrease the likelihood of having recurrent pandemics."

In Uganda, a rapidly growing population means more people are carving out patches of forest land to feed their families.

Humans have already claimed more than a third of the Earth's land for agricultural use. Tropical forests are being destroyed at record or near-record rates every year. In places like he Amazon and Indonesia, for



NATIONAL INSTITUTES OF HEALTH VIA THE NEW YORK TIMES

An electron microscope image of 2019-nCoV, the virus that causes COVID-19, isolated from a patient in the U.S., emerging from the surface of cells cultured in a lab.

instance, virgin rainforest is being burned to farm commodities like soy, palm oil and cattle. Recently, deforestation in the Brazilian Amazon has risen sharply under the government of President Jair Bolsonaro.

Eric Lambin, a professor of Earth system science at Stanford and one of the study's co-authors, said that the United States has its own example of an animal-borne disease linked to patchwork woodlands close to suburban and rural communities: Lyme disease, which spreads from wildlife to humans by ticks.

"We see the animals as infecting us, but the picture that's coming from the study and other studies is we really go to the animals," Lambin said. "We intrude on their habitats."

In Uganda, researchers combined satellite data with face-to-face surveys of more than 900 people near Kibale National Park, analyzing the geographic factors and behavioral traits that led to increased physical interactions between humans and wild primates.

While the researchers expected to see the highest contact near the most robust habitat and densest primate populations, they found the opposite: Dwindling islands of forest, left as people moved in around wild primates, led to more interactions between humans and primates.

People ventured into the forest in search of wood for construction or food, and monkeys and chimpanzees ventured out to feast on crops.

News of the weird

They didn't let virus stop them

Amy Simonson and Dan Stuglik had their April 4 wedding in Pokagon, Michigan, but the coronavirus pandemic forced them to get creative. Stuglik was determined that his bride not walk down the aisle between empty pews in the church. He decided to fill the church with cutouts of family and friends. He was helped by Menasha Packaging Co. The company supplied more than 100 cutouts of varying sizes, shapes and hairstyles. The newlyweds will have a reception in October and canceled their honeymoon, but Stuglik said they "both have peace now, because it's stripped down to what it should be, which is us and God, getting married."

Birthdays

Singer **Loretta Lynn** is 88. Actress **Julie Christie** is 80. MLB All-Star **Pete Rose** is 79. Actor **John Shea** is 72. Actor **Peter Capaldi** is 62. Actor **Brad Garrett** is 60. Actor **Robert Carlyle** is 59. Actor **Anthony Michael Hall** is 52. Actor **Adrien Brody** is 47. Actress **Sarah Michelle Gellar** is 43. Actress **Abigail Breslin** is 24.

TODAY IN HISTORY

1865

President Abraham Lincoln was fatally shot by John Wilkes Booth during "Our American Cousin" at Ford's Theater in Washington.

1902

James Cash Penney, founder of J.C. Penney, opened his first store, The Golden Rule, in Kemmerer, Wyoming.

1912

The RMS Titanic collided with an iceberg in the North Atlantic at 11:40 p.m. ship's time and began sinking. (The ship went under two hours and 40 minutes later with the loss of 1,514 lives.)

1935

The "Black Sunday" dust storm struck the central Plains, turning a sunny afternoon into total darkness.

LOTTERY

WINNING NUMBERS

Daily 3 Afternoon: 8, 8, 7

Daily 3 Evening: 3, 2, 8

Daily 4: 5, 3, 2, 0

Fantasy 5:

3, 8, 27, 33, 34

DAILY DERBY

1st: 1, Gold Rush

2nd: 12, Lucky Charms

3rd: 10, Solid Gold

Race time: 1:42.09

SUPER LOTTO PLUS

Saturday's drawing:

1, 4, 8, 27, 29

Mega number: 3

Wednesday's estimated jackpot: \$19 million

MEGA MILLIONS

Friday's drawing:

2, 11, 21, 57, 60

Mega Number: 13

Today's estimated jackpot: \$145 million

POWERBALL

Saturday's drawing:

22, 29, 30, 42, 47

Powerball: 17

Wednesday's estimated jackpot: \$22 million

Note: Due to virus future Powerball payouts jackpots will be based on ticket sales.

TO ALL PERSONS WHO PURCHASED BEVERAGES OR FOOD PRODUCTS CONTAINING MEAT AND/OR DAIRY INGREDIENTS IN A CHIPOTLE RESTAURANT FROM APRIL 27, 2015 THROUGH JUNE 30, 2016

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Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the Settlement on **July 30, 2020, at 2:00 p.m.**, U.S. District Court for the Northern District of California, Oakland Courthouse, located at 1301 Clay Street, Courtroom 2 - 4th Floor, Oakland, CA 94612. The date of the Final Approval Hearing may change without further notice to the class. Class members should be advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed.

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day. Five lushly layered strands
of graduated cultured pearls.
This pretty piece will become
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BART

VTA drops plan for massive San Jose tunnel

By Nico Savidge
nsavidge@bayareanewsgroup.com

VTA is again changing its plans for the multimillion-dollar project bringing BART through downtown San Jose, dropping a proposal to bore the world's largest subway tunnel for nearly 5 miles beneath the city and reopening the process for designing an extension that already is severely delayed.

What remains unclear is how much this redesigned version of the project will cost, or when BART trains will finally roll into the center of the Bay Area's largest city.

Critics had raised questions about VTA's ability to pull off audacious plans to bore a 55-foot-wide tunnel under downtown San Jose, particularly as the agency is nearly two years late delivering stations in Milpitas and Berryessa — the far more conventional first phase of the long-awaited Santa Clara County extension it is building for BART.

VTA arrived at the massive downtown San Jose tunnel design after years of discussions and a series of concessions to businesses, which wanted the agency to minimize disruptions from the project at street level, and to BART leaders, who had resisted a plan to bore a smaller tunnel with station platforms stacked on top of one another.

VTA officials earlier this year said the 55-foot-wide tunnel design was not riskier than other subway building methods, and they downplayed the idea that it was adding to the project's overall cost, even though that tunnel was substantially larger than prior plans for the project.

A VTA spokeswoman also said contractors at the time had not raised any concerns about the designs.

But on Friday, VTA officials said prospective contractors who initially supported the project became more skeptical of it as the



RENDERING COURTESY OF VALLEY TRANSPORTATION AUTHORITY

A VTA rendering shows what a BART stop at Diridon Station in San Jose might look like. The station would have escalators to accommodate SAP Center crowds, unlike two underground San Jose stops that would use elevators.

design process continued.

The tunnel design that the agency's staff spent a year pursuing is about \$4 billion more expensive than initially believed and substantially riskier than other designs, General Manager Nuria Fernandez told the agency's board.

"The risk was too much and we were not certain that we would be getting bids," Fernandez said, "and if we did get bids to build this configuration, they would be much higher than what we had budgeted."

VTA engineers will now explore two competing ideas for revising the design that involve smaller tunnels and stacked station platforms — with BART officials' approval. VTA's board will pick a new de-

sign later this year.

It will take several months of further design work to figure out how much the project will cost or a schedule for construction, Fernandez said. The most recent estimate for it was \$5.6 billion, with construction starting in 2022 and stations opening in 2029 or 2030.

The agency's planners won't be starting from square one with the new designs. They will work within a design framework that already has gotten environmental clearance and will keep the extension's route the same: Trains will continue south from the Berryessa station before diving underground, turning across Highway 101 and running west beneath

Santa Clara Street, then continuing north from Diridon Station to a final stop in Santa Clara.

Both of the new design ideas call for using, at least for part of the extension, a smaller version of the "single-bore" tunneling concept that VTA officials chose for the project in 2018.

In that method — which was pioneered by a Spanish subway line and is unprecedented in North America — subway platforms and both directions of tracks are all contained within a single tunnel.

Unlike more conventional subway designs that involve boring two smaller

tunnels with "cut-and-cover" station construction that tears up streets for years at a time, the method is much less disruptive at ground level.

In one concept, VTA would use a smaller, though still quite large, 48-foot-wide tunnel for the length of the subway. Trains would run side by side for part of the extension, then move to separate levels as they continue through the busiest parts of downtown.

The other concept would be a more significant change: It calls for using the conventional "twin-bore" subway de-

sign for the first part of the extension, including its 28th Street/Little Portugal station just west of Highway 101, then changing to the single-bore tunnel with stacked platforms as the extension gets closer to downtown.

BART Assistant General Manager Carl Holmes said the changes, including two new sites for emergency evacuations, have assuaged the agency's concern about having stacked platforms — a design Holmes previously said was not feasible.

"BART is excited about both concepts, and we plan to work collaboratively on the engineering and estimating of both of those concepts," Holmes said.

The new ideas for the extension more closely resemble the Spanish subway that inspired the single-tunnel design, said Jonathan English, a Columbia University urban planning doctoral candidate who studies transportation mega-projects. English was among those raising concerns about VTA's plan for a bigger tunnel, which he said was risky because of its unprecedented size.

The smaller tunnel connect, English said, "has at least been done once."

While some advocates have encouraged VTA to embrace the even more conventional twin-tunnel design for the entire project, agency officials rejected that idea for the core of downtown, saying it would be too disruptive to streets and businesses.

That was good news to Scott Knies, executive director of the San Jose Downtown Association and a longtime proponent of the single-bore method.

"Thank you to everybody for your hard work in coming to this new agreement," Knies said during public comment at Friday's meeting. "Let's make sure it sticks this time."

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Congratulations Class of 2020!

Celebrate the accomplishments of graduates of ALL ages, and show them how proud you are as they step forward to share their talents with the world! Our Bay Area News Group Annual Graduation page will publish on **Sunday, June 14th, 2020** in The Mercury News & East Bay Times daily publications.

Deadline will be Monday, June 8, at 5:00pm.

Greetings can be emailed to classads@bayareanewsgroup.com (jpg or pdf photos only), please include your name, address and telephone number in the email or mail to **Graduates, Bay Area News Group Classifieds, 3260 Lone Tree Way #100, Antioch, CA 94509**. Forms can also be faxed to 925-779-7114. *Please include a stamped, self-addressed envelope for photo return.*

Give your graduate the best greeting card they will get – **One written by you!**
Select the desired style from the examples.

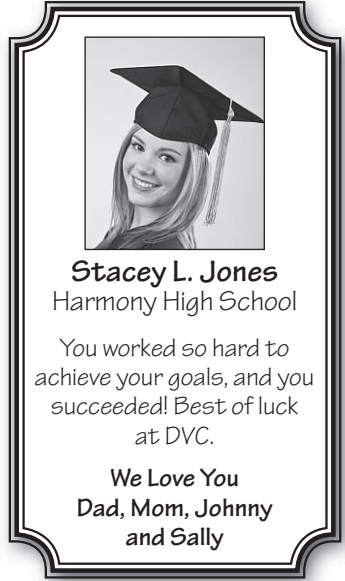
STYLE A

With Photo – \$78

30 Words Maximum

(Includes Name of Graduate and School)

Includes a 5x7 keepsake commemorative plaque



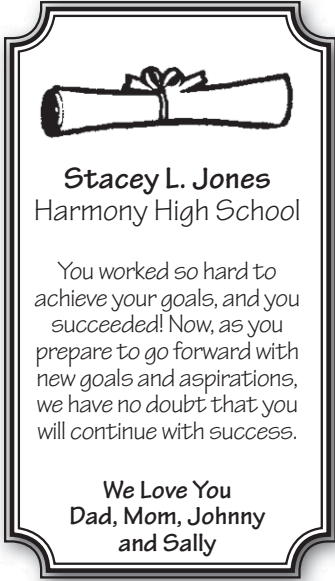
STYLE B

With Diploma – \$78

50 Words Maximum

(Includes Name of Graduate and School)

Includes a 5x7 keepsake commemorative plaque



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CONGRATULATIONS CLASS OF 2020!

Name of Graduate: _____
School: _____
Message: _____

Your Name: _____
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Email: _____
Credit Card # _____ Exp. Date _____
Home Phone: _____ Work Phone: _____

Greetings cannot be processed without a phone number.

BayArea
NewsGroup

Exhibit C

IF YOU BOUGHT FOOD
PRODUCTS CONTAINING
MEAT AND/OR DAIRY OR A
BEVERAGE IN A CHIPOTLE
RESTAURANT FROM APRIL 27,
2015 THROUGH JUNE 30, 2016,
YOU MAY BE ENTITLED TO
PAYMENT FROM A CLASS
ACTION SETTLEMENT.

CLICK HERE FOR MORE INFORMATION

IF YOU
BOUGHT FOOD
PRODUCTS
CONTAINING
MEAT AND/OR DAIRY
OR A
BEVERAGE IN A
CHIPOTLE
RESTAURANT FROM
APRIL 27, 2015
THROUGH
JUNE 30, 2016,
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ENTITLED TO
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

**CLICK HERE FOR
MORE INFORMATION**

2200-HSG Document 226-2 Filed

06/01/20

IF YOU BOUGHT FOOD PRODUCTS CONTAINING MEAT AND/OR
DAIRY OR SEAFOOD PRODUCTS FROM APRIL 27, 2015
THROUGH JUNE 30, 2015, YOU MAY BE ENTITLED
TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

CLICK
HERE
FOR
MORE
INFORMATION

IF YOU BOUGHT FOOD PRODUCTS CONTAINING MEAT AND/OR DAIRY OR A BEVERAGE IN A CHIPOTLE RESTAURANT FROM APRIL 27, 2015 THROUGH JUNE 30, 2016, YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

[CLICK HERE FOR
MORE INFORMATION](#)

IF YOU
BOUGHT
FOOD
PRODUCTS
CONTAINING
MEAT
AND/OR
DAIRY OR A
BEVERAGE IN
A CHIPOTLE
RESTAURANT
FROM APRIL
27, 2015
THROUGH
JUNE 30, 2016,
YOU MAY BE
ENTITLED TO
PAYMENT
FROM A
CLASS
ACTION
SETTLEMENT.

**CLICK HERE FOR
MORE INFORMATION**

2000-HSG Document 226-2 Filed 06/01/2

IF YOU BOUGHT FOOD PRODUCTS CONTAINING MEAT AND/OR
DAIRY PRODUCTS RECALLED IN A CHAMPAGNE RECALL FROM
2015 THROUGH 2016, YOU MAY BE ENTITLED TO
PAYMENT FROM A CLASS ACTION SETTLEMENT.

CLICK
HERE
FOR
MORE
INFORMATION

If you bought food products containing meat and/or dairy or a beverage in a **Chipotle restaurant** from April 27, 2015 through June 30, 2016, you may be entitled to payment from a class action settlement.

[**CLICK HERE FOR MORE INFORMATION**](#)

If you bought
food products
containing meat
and/or dairy or a
beverage in a

**Chipotle
restaurant** from

April 27, 2015
through
June 30, 2016,
you may be
entitled to
payment from a
class action
settlement.

**CLICK HERE FOR
MORE INFORMATION**

22000-HSG Document 226-2 Filed 06/01/20

If you bought food products containing meat and/or
dairy or a beverage in a Chipotle restaurant from
April 27, 2012 through July 15, 2015, you may be
entitled to payment from a class action settlement.



If you bought food products containing meat and/or dairy or a beverage in a Chipotle restaurant from April 27, 2015 through June 30, 2016, you may be entitled to payment from a class action settlement.

**CLICK HERE FOR
MORE INFORMATION**

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[**CLICK HERE FOR MORE INFORMATION**](#)

2000-HSG Document 226-2 Filed 06/01/2

If you bought food products containing meat and/or
did not receive a Chipotle payment from
April 12, 2015 through June 15, 2015, you may be
entitled to payment from a class action settlement.



Exhibit D

Exclusion #	Name	Exclusion Date
1	KENNETH HINTON	5/26/2020